

CALL FOR BIDS
CITY OF MINNEAPOLIS
MINNESOTA

PURCHASING DEPARTMENT
330 Second Avenue South - Suite 552
Minneapolis, MN 55401

AN AFFIRMATIVE ACTION EMPLOYER

Official Publication No. 7559

December 9th, 2011 po

Various Departments and Boards

For information call
(612) 673-2834 David Schlueter
david.schlueter@minneapolismn.gov

"BIDS FOR RENTAL OF EQUIPMENT WITH OPERATOR AND SUPPLIES"

To provide rental construction equipment with operator and supplies for various City of Minneapolis departments and boards as needed through December 31st, 2012; all in accordance with attached specifications and bid form.

The Successful bidder shall be subject to a pre-award compliance review from the Department of Civil Rights in accordance with Chapters 139.50 and 423 of the Minneapolis Code of Ordinances. That includes approval of affirmative action plans, subcontracting efforts and, on construction contracts, a written plan to meet employment participation of 11% for both skilled and unskilled minority trade workers and 6% for females. Monthly compliance reports are required to be filed electronically. Filing information can be obtained on the web at www.minneapolis.diversitycompliance.com. Questions on compliance can be directed to the Department of Civil Rights at (612) 673-3012.

Prospective bidders' attention is called to Minnesota Statutes 13.591 Business Data. This section states in part:

Data submitted by a business to a government entity in response to a request for bids as defined in Section 16C.02, Subdivision 11, are private or non-public until the bids are opened. Once the bids are opened, the name of the bidder and the dollar amount specified in the response are read and become public. All other data in a bidder's response to a bid are private or non-public data until completion of the selection process. For purposes of this section "completion of the selection process" means that the government entity has completed its evaluation and has ranked the responses. After a government entity has completed the selection process, all remaining data submitted by all bidders are public with the exception of trade secret data as defined and classified in Section 13.37. A statement by a bidder that submitted data as copyrighted or otherwise protected does not prevent public access to the data contained in the bid.

Bidders are hereby advised that their bid document may become available to the public once a successful bidder has been chosen.

The City of Minneapolis has adopted an Environmental Purchasing Policy (EPP) that is incorporated into all bids. A copy of the policy can be found at this link:

<http://www.ci.minneapolis.mn.us/council/2008-meetings/20081010/docs/EPP-RCA.pdf>

Prompt Payment: Per Minnesota Statutes 471.425 contractors shall pay all certified small subcontractors for undisputed work completed, within ten (10) days after the City of Minneapolis has paid the contractor for the completed work.

Chapter 471.895 of the Minnesota Statutes prohibits gifts from interested persons to local officials. Local Officials includes any individuals who purchase or advise or recommend on the purchase of goods and/or services.

Conflict of Interest/Code of Ethics: Contractor agrees to be bound by the City's Code of Ethics, Minneapolis Code of Ordinances, Chapter 15. Contractor certifies that to the best of its knowledge all City employees and officers participating in this Agreement have also complied with that Ordinance. It is agreed by the Parties that any violation of the Code of Ethics constitutes grounds for the City to void this Agreement. All questions relative to this section shall be referred to the City and shall be promptly answered.

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each contractor and sub-contractor with 21 or more employees that enter into a "contract" as defined by the Ordinance, that exceeds \$100,000.00. Compliance with Section 18.200 is required commencing January 1, 2004. The categories to which the ordinance applies are services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

This contract is in a category to which the ordinance applies.

Please be aware that if the contract initially does not exceed \$100,000.00, but is later modified so that the contract does exceed \$100,000.00, the ordinance will then apply to the contract.

A complete text of the ordinance is available on the Internet at: <http://www.ci.minneapolis.mn.us/citywork/city-coordinator/finance/purchasing>. Copies are also available in the office of City Purchasing. It is the contractor's and sub-contractors responsibility to review and understand the requirements and applicability of this ordinance.

All successful bidder(s) will be required to comply fully with the Americans with Disabilities Act of 1990 (ADA).

Official Publication No. 7559

Published in Finance and Commerce – December 10th and December 23rd, 2011

Sealed bids will be received and time stamped by receptionist until **10 AM, Local Time, December 29th, 2011** at which time they will be publicly opened and read aloud. **Do not fax** sealed bids to Purchasing.

NO BID DEPOSIT REQUIRED.

Envelopes must bear the name of the firm submitting the bid and be addressed as follows:

**City of Minneapolis Purchasing Department
Offl. Publ. #7559 - BIDS FOR RENTAL OF EQUIPMENT WITH OPERATOR AND SUPPLIES
Bids opened 10 AM, Local Time, December 29th, 2011
330 Second Avenue South - Suite 552
Minneapolis, MN 55401**

The City of Minneapolis reserves the right to waive informalities in bids, to accept or reject any or all bids or any part of any bid. Bids must be typewritten and signed in ink in handwriting.

ONE complete bid form - including signature block responses, including attachments, are to be returned, which **must** be an original.

BIDS CONTAINING ANY ALTERATION OR ERASURE WILL BE REJECTED UNLESS ALTERATION OR ERASURE IS CROSSED OUT AND CORRECTION PRINTED IN INK OR TYPEWRITTEN AND INITIALED IN INK BESIDE CORRECTION BY THE PERSON SIGNING THE BID.

City of Minneapolis
2012 Specifications for Rental of Construction Equipment

Rental of Equipment With Operator and Supplies

Definition:

The term "Lessor", as used in this Article, is the successful bidder and shall include the Lessor, his/her officers, his/her employees, his/her agents, anyone directly or indirectly employed by the Lessor.

The term "City" or "Lessee", as used in this Article, shall include the City of Minneapolis, its officers, its employees, its agents, the City of Minneapolis City Council and anyone directly or indirectly employed by the City.

The term "Park Board" or "Lessee" as used in this Article, shall include the Minneapolis Park and Recreation Board, its officers, its employees, its agents, and anyone directly or indirectly employed by the Park Board.

NOTE: All bidders must review "Insurance" Section of these specifications for changes made to insurance requirements and specifically to Worker's Compensation Insurance.

Bidders must provide a telephone number that is active during normal working hours. Many City/Park Board needs arise that are of urgent nature. If a land telephone number is not monitored continuously during normal working hours, bidders should provide a cell phone number.

General:

Lessor must furnish equipment bid or a substitute approved by the Dispatcher's Office.

If the City supplies fuel, fluids or related items, the unit cost of such supplies shall be the same as charged to other City department users.

Equipment shall be rented on an hourly basis, price bid to include equipment, required operating personnel, fuel, supplies and related incidentals.

Bidders are not guaranteed any minimum hours by the City.

Unless asked for on the Bid Form, no other equipment bid will be considered.

Any bid, in the opinion of the City, deemed to be unreasonably high, will not be included on the equipment list. No person who is employed by the City shall have a direct or indirect interest in the equipment leased or rented to the City pursuant to these specifications in accordance with the City Charter.

The Lessee will normally contract the lowest bid item first, the second lowest bid item next and so forth depending on availability. Notwithstanding this, the Lessee may contract a high bid item if in the opinion of the Lessee the machine and/or operator provided by an alternative Lessor is better suited for the project. A lower priced Lessor, working for the Lessee will not be allowed to bump a higher priced Lessor, also working for the Lessee, in the middle of a project.

The Lessor shall provide his/her current business telephone number, cell phone number and e-mail address for contact. The Lessee will make a reasonable attempt to contact the Lessor to initiate a contract. A lack of response from the Lessor or an inability to contact the Lessor in a 30-minute period may constitute a rejection on the part of the Lessor to accept the contract. If a Lessor cannot be contacted, the City/Park Board will make alternative arrangements for which neither the City nor the Park Board will be financially liable. If in a calendar year, a Lessor has not accepted a contract after six attempts by the Lessee, the lessor's bid may be considered invalid for future contracts.

All equipment provided must be available for inspection at any time by the City or Park Board Personnel.

All equipment operators will wear City approved hard hats, safety vests and **Safety Shoes or Boots**. Operator must also wear appropriate work attire such as full length pants and regulation T-Shirts. No wearing of shorts or "muscle" shirts. Failure to do so will result in suspension from working for the City until corrected and approved by the City Dispatcher's Office.

Performance Expectations:

One written complaint on performance from field supervisor or designee in charge of site will prompt a request for a competent operator. If none available, the machine will be cut until a competent operator can be found. Two written complaints and the City has the option to cut that machine for the 2009 Construction Season.

Bid prices firm for 2012.

Lessors who have employees will be required to submit payroll records with their invoices.

Lessors must haul material designated by the Foreman and deliver to site designated by the Foreman. Failure to accept an assignment based on miles required or type of material hauled, or failure to notify dispatch of absence one (1) hour prior to start of shift, will result in suspension up to an including further City work during current contract.

Identification of Operator:

All City time sheets for work performed shall include operator's name, equipment model number, serial number or license plate number, year of manufacturer and company name. Operator will be required to provide a drivers license for identification.

Hourly Rate:

ALL hours worked will be invoiced at the hourly rate bid. There will be **no additional rate for overtime, weekend and holiday work.**

Sub-Contracting:

The lessor shall **not** be permitted to sub-contract with equipment operators for their services.

Lessor is Independent Contractor:

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partner between the parties hereto or as constituting the Lessor as the agent, representative or employee of the City or the Park Board for any purpose or in any manner whatsoever. Lessor is to be and shall remain an independent contractor with respect to all services performed under this contract. Any and all Lessor of Contractor, while engaged in the performance of any work or services required by Lessor under this contract, shall not be considered employees of the City or the Park Board, and any and all claims that may arise under the Worker's Compensation Act of the State of Minnesota or any other State or any other employment related claim brought by employees, shall in no way be the responsibility of the City or the Park Board. Lessor shall defend, indemnify and hold the City and the Park Board, its elected officials, officers, agents and employees harmless from any and all such claims. Such persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City or the Park Board.

Partnerships:

For the purpose of this project, a partner can be listed on only one bid. A partner shown on one bid can **not** change partnerships. Only partners not shown on any bids can be added to a partnership. All additions to partnerships **MUST** be accompanied by a Certificate of Assumed Name on file at the Office of the Secretary of State showing new partner's names.

All partners bidding as a partnership are required to sign the bid form.

All partnerships must include with their bid a Certificate of Assumed Name that is on file with the Office of the Secretary of State at the time of bid opening showing all partners listed on the bid form.

Bidders may not change the status of your bid (owner operator, partnership, corporation) once your bid has been submitted.

Equipment Operations:

Persons who may operate the leased equipment shall include the equipment **owner-lessor or employee of the owner-lessor and no others.**

The operator furnished with any rented equipment must be competent and any operator who does not satisfactorily carry out the instructions of the engineer or foreman in charge of the work shall be replaced by a satisfactory operator promptly upon written request by the lessee.

Prevailing Wage:

Any person other than the owner-lessor who operates the leased equipment shall be deemed an employee of the owner-lessor and shall be paid in accordance with the Prevailing Wage Provision of these specifications. If the owner-lessor is a corporation in which more than 50% of the stock is owned by a single individual, such individuals and no other may be deemed an owner-lessor for the purpose of this paragraph. If the owner-lessor of the leased equipment is a partnership, any general partner thereof may be deemed an owner-operator so long as the leased equipment is titled in the partnership name or is identified as the property of the partnership in the partnership agreement. Corporate bidders or partnerships must complete the "Acknowledgement" included and return it with the bid. Corporations shall provide the year and state of their incorporation with their bids. Partnerships shall provide a notarized list of all general and limited partners designating whether the partner is general or limited and identifying any partner who will function as an operator of the leased equipment. This information as to corporations and partnerships shall be provided by bidders on a separate sheet of paper attached to the bid form. The City or Park Board may request certification of any foregoing information.

Lunch/Coffee Breaks: The foreman in charge may declare lunch and coffee breaks for his staff. If in the foreman's opinion the Lessor must also cease to work during this period, the Lessor will not be paid for such time and shall not include the time in his/her invoices.

Equipment Moves:

Equipment rented must be moved to first job location and moved from last job location by the lessor at his/her own cost. Mobilization charges for specific equipment such as cranes as designated by Equipment Division or Park and Recreation Board will be paid by the using departments. Bidder shall submit mobilization charge formula with bid. All other moves, other than rubber tired equipment will be made by the lessee. If equipment is to be substituted for equipment that is actually bid, it must have prior approval from Dispatcher's Office. The lessor shall bear and pay the cost of all inexperience, lack of skill, or negligence of the operator or operators thereof. No equipment will be allowed to park on City property without first obtaining permission from Dispatcher's Office. The Dispatchers phone number for the City is (612) 673-5730 and for the Park and Recreation Board the number is (612) 370-4900.

Invoices:

For equipment rented by the **Equipment Division**, lessor shall send duplicate invoices to: Equipment Dispatcher's Office, 1200 Currie Avenue North, Minneapolis, MN 55403 at the end of each two (2) week period. Invoices must be LEGIBLE (a sample invoice is attached to these specifications and can be copied and used by your company. Invoices must include payroll number. Invoices must also include Federal Tax ID Number or individuals Social Security Number. Information regarding this can be obtained by calling (612) 673-5730.

For equipment rented by the **Park and Recreation Board**, lessor shall send duplicate invoices to: Dispatcher's Office, 3800 Bryant Avenue South, Minneapolis, MN 55409 at the end of each two (2) week period. Invoices must include payroll number. Invoices must also include Federal Tax ID Number or individuals Social Security Number. Information regarding this can be obtained by calling (612) 370-4900.

Controlled Substances and Alcohol Use and Testing Compliance Information:

- a. **Applicability:** New Federal regulations require certain drug and alcohol testing for drivers who are required to have a commercial driver's license (CDL). The regulations become effective for the City of Minneapolis on January 1, 1995. The driver of a Lessor is included in the definition of a "driver" as defined in the regulations:

"Driver means any person who operates a commercial motor vehicle. This includes, but is not limited to: full time, regularly employed drivers; casual; intermittent or occasional drivers; leased drivers and independent, owner-operator contractors who are either directly employed by or under lease to an employer or who operates a commercial motor vehicle at the direction of or with the consent of the employer. For the purpose of pre-employment/pre-duty testing only, the term driver includes a person applying to an employer to drive a commercial motor vehicle." 49 C.F.R. Section 382.107.

Controlled Substances and Alcohol Use and Testing Compliance Information - continued:

- b. Lessor Obligations: The Lessor shall, at its own expense, be responsible for compliance with the regulation in all respects including, but not limited to:
1. Pre-employment testing required by Section 382.201.
 2. Post-accident testing required by Section 382.303.
 3. Random testing required by Section 382.305 if Lessor is a member of a consortium testing pool.
 4. Return to duty testing required by Section 382.309.
 5. Follow up testing required by Section 382.311.
 6. The maintenance of such training and records as the rules may require the Lessor to maintain.

The time and/or expense incurred by Lessor in complying with the regulation shall not be reimbursable by the City or the Park Board.

- c. City Obligation: The City shall, at the Lessor's expense, be responsible for and have the right to ensure compliance with the regulations insofar as Lessor's drivers are subject to:
1. Random testing as required by Section 382.305 for those drivers not included in a consortium testing pool.
 2. Reasonable suspicion testing as required by Section 382.307.
 3. Reservation of Rights: The City reserves the right to amend the obligation of the Lessor and of the City as it reasonably deems the rules to require.

A completed release and information form required by FHWADOT Regulations for Controlled Substance and Alcohol Testing must be filled out completely and submitted to the City of Minneapolis and/or the Minneapolis Park and Recreation Board before starting work.

Letter of Enrollment in a program must be submitted to the City of Minneapolis Dispatch Office at 1200 Currie Avenue North, Minneapolis, MN 55403 and/or Park and Recreation Board Dispatch Office, 3800 Bryant Avenue South, Minneapolis, MN 55409. Letter must show all operators names.

Lessor's Insurance:

The Lessor of the rented equipment shall at his or her sole cost and expense secure and maintain all of the insurance detailed below to protect the City of Minneapolis and the Minneapolis Park and Recreation Board against any and all claims of any kind or character caused by or from the use of said equipment or occurring during any authorized move or transportation of the leased equipment.

This lease shall be effective only upon the approval by the City of Minneapolis or the Minneapolis Park and Recreation Board of acceptable evidence of the insurance detailed below. Such insurance secured by the Lessor shall be issued by insurance companies acceptable to the City of Minneapolis or the Minneapolis Park and Recreation Board and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date that the equipment is put on the City of Minneapolis and the Minneapolis Park and Recreation Board payroll and shall remain continuously in force for the duration of the contract. Certificates of Insurance evidencing the required coverage shall be furnished to the City of Minneapolis Equipment Division and the Park Board before any business will be allotted to the lessors. Payment for work performed may be withheld at the discretion of the City of Minneapolis or the Minneapolis Park and Recreation Board until certificates of insurance are received and approved.

- a. Worker's Compensation insurance that meets the statutory obligations with Coverage B - Employer's Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee
- b. Commercial General Liability insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products completed operations (including loading and unloading) \$2,000,000 personal and advertising injury, \$500,000 each occurrence \$500,000 fire damage and \$10,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City of Minneapolis and the Minneapolis Park and Recreation Board shall be named as additional insured.

Lessor's Insurance - continued:

- c. Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with limits of at least \$500,000 per accident.

Acceptance of the insurance by the City of Minneapolis and the Minneapolis Park and Recreation Board shall not relieve, limit or decrease the liability of the Lessor. Any policy deductibles or retention shall be the responsibility of the Lessor. The Lessor shall control any special or unusual hazards and be responsible for any damage that result from those hazards. The City of Minneapolis and the Minneapolis Park and Recreation Board does not represent that the insurance requirements are sufficient to protect the Lessor's interest or provide adequate coverage.

Cancellation, Certificates of Insurance and Premiums:

All policies of insurance shall provide that the insurance company will notify the City and Park Board at least thirty (30) days prior to the effective day of any policy cancellation, modification or non-renewal.

Prior to the date on which the Lessor commences performance of its part of the work, evidence of coverage is to be provided on a City of Minneapolis and the Minneapolis Park and Recreation Board furnished Certificate of Insurance. The City of Minneapolis and the Minneapolis Park and Recreation Board may direct that copies of the actual insurance policies, or renewals or replacements thereof, be submitted.

The premiums for the insurance specified above to be obtained by the Lessor will be paid for by the Lessor.

Waiver:

The Lessor waives all his/her rights against the City and the Park Board for damages covered by property insurance.

The Lessor waives all of his/her rights of recovery against the City of Minneapolis and the Minneapolis Park and Recreation Board because of deductible clauses in, or inadequacy of limits in, any policies of insurance that are in any way related to the work and that are secured and maintained by the Lessor. The Lessor waives any of his/her rights of recovery against the City of Minneapolis and the Minneapolis Park and Recreation Board because of a lack of insurance coverage.

The Lessor shall waive all of its rights of recovery against the City of Minneapolis and the Minneapolis Park and Recreation Board for loss or damage to any of his/her equipment, machinery, tools or property that is used in connection with this Agreement.

If any policies of insurance referred to in this Article need endorsement to permit these waivers of subrogation, then it will be the responsibility of the "First Named Insured" to obtain the endorsement.

General Requirements

1. Interest of Members of the City and Park Board:

The contractor agrees that no member of the governing body, officer, employee or agent of the City of Minneapolis or the Park and Recreation Board shall have any interest, financial or otherwise, direct or indirect in the contract.

2. Equal Opportunity Statement:

Contractor agrees to comply with the provisions of all applicable federal, state and City of Minneapolis statutes, ordinances and regulations pertaining to civil rights and non-discrimination including without limitation Minnesota Statutes, Section 181.59 and Chapter 363 and Minneapolis Code of Ordinances, Chapter 139, incorporated herein by reference.

3. Affirmative Action:

The contractor shall agree in writing to comply with all affirmative action laws, directives and regulations of the Federal, State and local governing bodies or agencies thereof, specifically including Section 139.50 of the Minneapolis Code of Ordinances. A pre-compliance review may be required. For further information contact the Civil Rights Department at 673-3012.

4. Non-Discrimination:

The contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affectional preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

The contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City, setting forth this non-discrimination clauses. In addition, the Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, ancestry, sex, national origin, affectional preference, disability, age, marital status or status with regard to public assistance or status as a disabled veteran or veteran of the Vietnam era, and comply with all other aspects with the requirements of the Minneapolis Code Chapter 139.

5. Hold Harmless:

The contractor agrees to defend, indemnify and hold harmless the City and Park Boards, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from an act of omission of the contractor, its employees agents or employees of sub-contractors, in the performance of this contract by reason of the failure of the contractor to fully perform, in any respect, all of its obligations under this contract.

6. Transfer of Interest:

The Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City or the Park Board provided, however, that claims for money due or to become due to the contractor may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy without such approval. Notice to any such assignment or transfer shall be furnished to the City and Park Board.

7. Compliance with the Law:

Lessor agrees to abide by the requirements and regulations of the Americans with Disabilities Act of 1990 (ADA), the Minnesota Human Rights Act (Minn. Stat. C.363), the Minneapolis Civil Rights Ordinance (Ch. 139) and Title VII of the Civil Rights Act of 1964. These laws deal with discrimination based on race, gender, disability, religion and with sexual harassment. In the event of questions from Lessor concerning these requirements, the City of Minneapolis and the Park and Recreation Board agrees to promptly supply all necessary clarifications. Violation of any of the above laws can lead to the termination of this agreement.

8. Data Practices:

The Lessor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Lessor will immediately report to the department head signing this agreement any requests from third parties for information relating to this agreement. The City of Minneapolis and the Park and Recreation Board agrees to promptly respond to inquiries from the Lessor concerning data requests. The Lessor agrees to hold the City, its officers, department heads and employees harmless from any claims resulting from the Lessor's unlawful disclosure or use of data protected under state and federal law.

9. Audits:

The Lessor agrees that the City or the Park Board, the State Auditor or any of their duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers and records that are relevant and involve transactions relating to this agreement.

10. Applicable Law:

The law of the State of Minnesota shall govern all interpretations of this lease, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in and under those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Lessor.

11. Cancellation and Default:

Either party to this agreement may cancel this agreement upon thirty (30) days written notice, except that if the Lessor fails to fulfil its obligations under this agreement in a proper and timely manner, or otherwise violates the terms of this agreement, the department head shall have the right to terminate this agreement, if the Lessor has not cured the default after receiving seven (7) days written notice.

Notwithstanding the above, the Lessor shall not be relieved of liability to the City of Minneapolis and the Park and Recreation Board for damages sustained by the City of Minneapolis and/or the Minneapolis Park and Recreation Board as a result of any breach of this agreement by the Lessor. The City of Minneapolis and the Park and Recreation Board may, in such event, withhold payments due to the Lessor for the purpose of set-off until such time as the exact amount of damages due to the City of Minneapolis and the Park and Recreation Board is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Lessor, from asserting any other right or remedy allowed by law, equity or by statute.

12. Notices:

Any notice or demand, authorized or required under this agreement shall be writing and shall be sent by certified mail to the other party as follows:

To the Lessor:

Name _____

Address _____

City, State and Zip Code _____

To the City of Minneapolis

Equipment Services Division Dispatch Office
1200 Currie Avenue North
Minneapolis MN 55403

To the Minneapolis Park and Recreation Board

Dispatcher's Office
3800 Bryant Avenue South
Minneapolis MN 55409

City of Minneapolis Equipment Rental WITH Operator

Insurance Information

ALL INDIVIDUALS PERFORMING SERVICES ON SITES DESIGNED BY THE CITY AS PART OF THIS BID MUST BE COVERED BY WORKER'S COMPENSATION INSURANCE.

All lessors shall purchase Worker's Compensation Insurance that includes themselves, if they perform any services on sites designated by the City and Park Board.

According to the Specifications set forth as part of this bid, the following documentation must be supplied and approved by the City before you will be considered for work:

1. Certificate of Insurance Attachment A (see attached) which was part of the bid package. All sections MUST be completed in accordance with specifications.
2. A certified copy of the "Sole Proprietor, Partners, Officers and Other Coverage Endorsement" (WC 00 03 10) showing election of Worker's Compensation coverage for any individual who performs services on sites designated by the City.

If any sole proprietor, member of a sole proprietor's family, member of a partnership, officer or stockholder of a corporation, is not listed on the endorsement, then **they will not be allowed to perform services** on sites designated by the City and/or the Park Board.

Forward all documentation required for this project to the City of Minneapolis Equipment Division, 1200 Currie Avenue North, Minneapolis, MN Attn: Dispatcher

All lessors will be checked for compliance with this provision.

City of Minneapolis
NON-COLLUSION STATEMENT

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on behalf (if the bidder is a corporation);
2. That the attached bid or bids have been arrived at by the bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other bidder of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;
3. That the contents of the bid have not been communicated by the bidder or its employee or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid and will not be communicated to any such person prior to the official opening of the bids; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Name _____
(Signature)

Name _____
(Printed)

Company _____

This Form MUST Be Returned With Your Bid

Acknowledgement of Corporation

State of _____)
County of _____)SS

On this _____ day of _____, 20____, before me appeared _____ and _____
to me personally known, who being by me duly sworn did say that they are respectively the _____
and _____ of _____, the corporation described in
and who executed the foregoing instrument; that the seal affixed to the foregoing instrument is the corporate seal of said
corporation; that said instrument was executed on behalf of said corporation by authority of its Board of Directors; and
_____ and _____
acknowledge said instrument to be the free act and deed of said corporation.

Notary Public

Acknowledgement of Individual or Partnership (circle ONE)

State of _____)
County of _____)SS

On this _____ day of _____, 20____, before me
appeared _____ to me personally known to be the person described in
and who executed the foregoing instrument, and acknowledges that he executed the same as his own free act and deed.

Notary Public

This Form MUST Be Returned With Your Bid

Offl. Publ. #7559
Bids opened 10 AM, Local Time
December 29th, 2011

Company Name _____

Date _____

Bid Form

Purchasing Department
330 Second Avenue South - Suite 552
Minneapolis, MN 55401

Rental Rates - With Operator and Supplies

My/Our bid for rental of miscellaneous construction equipment and heavy vehicles with operators and supplies for various City of Minneapolis departments and boards, including dump trucks, tandems, tractors, cranes, etc. and other equipment such as log loaders, skidders, chippers and haulers as needed from January 1st through December 31st, 2012; all in accordance with your specifications, is as follows:

ALL BIDS MUST BE SUBMITTED ON THIS BID FORM. IF ADDITIONAL SPACE IS REQUIRED - CLEARLY INDICATE CATEGORIES ON AN ATTACHED SHEET. If your bid is not submitted on this form - it may not be considered.

NOTE: **Please fill in all columns. If make and model number are not shown, the machine may not be considered.**

Prices firm for 2012.

Item	Make of Truck/ Machine	Model of Attachment	Year Built	Size	Working Weight	Rate/Hour	Qty.
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1A. TRACTOR LOADER WITH BACKHOES WITH HOE BUCKET OR GRAPPLE

Lift Cap _____	Size B'Hoe Bucket _____	Size Front Loader Bucket _____	\$ _____	
State Machine Digging Depth _____				

Lift Cap _____	Size B'Hoe Bucket _____	Size Front Loader Bucket _____	\$ _____	
State Machine Digging Depth _____				

Lift Cap _____	Size B'Hoe Bucket _____	Size Front Loader Bucket _____	\$ _____	
State Machine Digging Depth _____				

1B. TRACTOR LOADER BACKHOES WITH IMPACT BREAKERS, TAMPERS, MOUNTED BREAKERS, TAMPERS INCLUDING CARRIER, OPERATOR AND SUPPLIES

750 ft. lb, Minimum

_____	_____	_____	_____	\$ _____	
_____	_____	_____	_____	\$ _____	
_____	_____	_____	_____	\$ _____	

1200 ft. lb, Minimum

_____	_____	_____	_____	\$ _____	
_____	_____	_____	_____	\$ _____	
_____	_____	_____	_____	\$ _____	

Item	Make of Truck/ Machine	Model of Attachment	Year Built	Size	Working Weight	Rate/Hour	Qty.
2.	CRAWLER LOADERS, DOZERS AND RUBBER TIRED TRACTORS WITH DOZERS						
	20,000 lbs., 90 h.p. Minimum						
						\$	
						\$	
						\$	
	40,000 lbs., 150 h.p. Minimum						
						\$	
						\$	
						\$	
	70,000 lbs., 300 h.p. Minimum						
						\$	
						\$	
						\$	
3.	RUBBER TIRED TRACTORS WITH FRONT END LOADERS - ARTICULATED						
	100 h.p. Minimum 2 Yard Bucket						
						\$	
						\$	
						\$	
	200 h.p. Minimum 4 Yard Bucket						
						\$	
						\$	
						\$	
4.	RUBBER TIRED TRACTOR WITH 4 IN 1 BUCKET - ARTICULATED						
						\$	
						\$	
						\$	
5.	WATER TANK TRUCKS						
	Capacity					\$	
		gallons					
	Capacity					\$	
		gallons					

Item	Make of Truck/ Machine	Model of Attachment	Year Built	Size	Working Weight	Rate/Hour	Qty.
6.	TANK TRUCKS FOR SPRAYING TREES, HYDRAULIC AND AGITATING TYPE						
	Capacity _____	gallons	Flow Rate _____	gal/minute		\$ _____	
	Capacity _____	gallons	Flow Rate _____	gal/minute		\$ _____	
7.	LOW BED TRAILERS WITH TRUCK, 40 TON OR LARGER						
	_____	_____	_____	_____	_____	\$ _____	
	_____	_____	_____	_____	_____	\$ _____	
	_____	_____	_____	_____	_____	\$ _____	
8.	PORTABLE ELECTRIC GENERATORS (2 ½ hp to 12 hp)						
	_____	_____	_____	_____	_____	\$ _____	
	_____	_____	_____	_____	_____	\$ _____	
	_____	_____	_____	_____	_____	\$ _____	
9.	INDUSTRIAL TRACTOR EQUIPPED WITH HYDRAULIC AUGER						
	_____	_____	_____	_____	_____	\$ _____	
	_____	_____	_____	_____	_____	\$ _____	
	_____	_____	_____	_____	_____	\$ _____	
10.	PRENTICE TYPE TRUCK MOUNTED LOG LOADER						
	_____	_____	_____	_____	_____	\$ _____	
	_____	_____	_____	_____	_____	\$ _____	
11.	MORBARK TYPE LOG CHIPPER UP TO AND INCLUDING 22" WITH 25 CUBIC YARD OR LARGER HAUL AWAY TRUCKS						
	_____	_____	_____	_____	_____	\$ _____	
	_____	_____	_____	_____	_____	\$ _____	
12.	MORBARK TYPE LOG CHIPPERS UP TO AN INCLUDING 22" WITH 25 CUBIC YARD OR LARGER HAUL AWAY TRUCKS, PARK AND RECREATION BOARD TO KEEP CHIPS						
	_____	_____	_____	_____	_____	\$ _____	
	_____	_____	_____	_____	_____	\$ _____	
13.	25 CUBIC YARD OR LARGER DUMP TRUCKS WITH CHIPPER BOX AND PINTEL TRAILER HITCH						
	_____	_____	_____	_____	_____	\$ _____	
	_____	_____	_____	_____	_____	\$ _____	

Item	Make of Truck/ Machine	Model of Attachment	Year Built	Size	Working Weight	Rate/Hour	Qty.
14.	LOG SKIDDERS WITH CABLE WINCH						
	_____	_____	_____	_____	_____	\$ _____	_____
	_____	_____	_____	_____	_____	\$ _____	_____
15.	WOOD CHIP SCREEN SEPARATOR PROCESSING MACHINE (for processing wood chips according to size)						
	_____	_____	_____	_____	_____	\$ _____	_____
	_____	_____	_____	_____	_____	\$ _____	_____
16.	TREE SPADES						
	_____	_____	_____	_____	_____	\$ _____	_____
	_____	_____	_____	_____	_____	\$ _____	_____
17.	MATERIAL SEPARATORS						
	1-3 Cubic Yards						
	_____	_____	_____	_____	_____	\$ _____	_____
	_____	_____	_____	_____	_____	\$ _____	_____
	3-5 Cubic Yards						
	_____	_____	_____	_____	_____	\$ _____	_____
	_____	_____	_____	_____	_____	\$ _____	_____
	5-8 Cubic Yards						
	_____	_____	_____	_____	_____	\$ _____	_____
	_____	_____	_____	_____	_____	\$ _____	_____
18.	PAVEMENT PROFILER MACHINES						
	90 h.p. up to 18" Cut Width						
	_____	_____	_____	_____	_____	\$ _____	_____
	_____	_____	_____	_____	_____	\$ _____	_____
	450 h.p., 6 ft. or more Cut Width						
	_____	_____	_____	_____	_____	\$ _____	_____
	_____	_____	_____	_____	_____	\$ _____	_____
	750 h.p., 12 ft. Cut Width						
	_____	_____	_____	_____	_____	\$ _____	_____
	_____	_____	_____	_____	_____	\$ _____	_____

Item	Make of Truck/ Machine	Model of Attachment	Year Built	Size	Working Weight	Rate/Hour	Qty.
19A.	HYDRAULIC EXCAVATORS						
	50,000 - 80,000 lbs., 150 h.p. - 1 yard						
	_____	_____	_____	_____	_____	\$ _____	_____
	_____	_____	_____	_____	_____	\$ _____	_____
	90,000 - 110,000 lbs., 250 h.p. - 1.5 yard						
	_____	_____	_____	_____	_____	\$ _____	_____
	_____	_____	_____	_____	_____	\$ _____	_____
	Above 130,000 lbs., 350 h.p. - 2 yard						
	_____	_____	_____	_____	_____	\$ _____	_____
	_____	_____	_____	_____	_____	\$ _____	_____
19B.	CRANES						
	Clam Shell, Dragline, Crawler Type with buckets 35-50 tons .75 - 3 yard						
	_____	_____	_____	_____	_____	\$ _____	_____
	_____	_____	_____	_____	_____	\$ _____	_____
	Cranes & Oilers 50-100 tons						
	_____	_____	_____	_____	_____	\$ _____	_____
	_____	_____	_____	_____	_____	\$ _____	_____
	Clam Shell, Dragline without OSHA Specifications for Personnel Lift, Truck Type with Buckets 15-100 tons .5 - 3 yards						
	_____	_____	_____	_____	_____	\$ _____	_____
	_____	_____	_____	_____	_____	\$ _____	_____
	Rough Terrain Cranes with OSHA Specifications for Personnel Lift 15-50 tons						
	_____	_____	_____	_____	_____	\$ _____	_____
	_____	_____	_____	_____	_____	\$ _____	_____
	Boom Truck Crane 15-100 tons						
	_____	_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	_____	\$ _____	_____	
19C.	PILE HAMMERS, SHEETING HAMMERS, EXTRACTORS WITH ACCESSORIES (Leads, Etc.)						
	_____	_____	_____	_____	_____	\$ _____	_____
	_____	_____	_____	_____	_____	\$ _____	_____
20.	TANDEM TRUCKS OR HAUL TRACTOR/TRAILER						
	48,000 - 54,000 GVW Minimum 12 Yard Box 1-13 ton load						
	Alum or Steel _____	_____	End Dump _____	_____	_____	\$ _____	_____
	Alum or Steel _____	_____	End Dump _____	_____	_____	\$ _____	_____

Company Name _____

Item	Make of Truck/ Machine	Model of Attachment	Year Built	Size	Working Weight	Rate/Hour	Qty.
21.	TRI AXLE DUMP TRUCKS						
	55,000 - 57,000 GVW 15 cubic yard box 14-15 ton load						
	Alum or Steel _____	End Dump _____				\$ _____	
	Alum or Steel _____	End Dump _____				\$ _____	
22.	75,000 GVW and Above Minimum 17 Yard Box						
	Alum or Steel _____	End Dump _____				\$ _____	
	Alum or Steel _____	End Dump _____				\$ _____	
23.	TRUCKS, SINGLE AXLE DUMPS						
	Alum or Steel _____	End Dump _____				\$ _____	
	Alum or Steel _____	End Dump _____				\$ _____	
24.	HORIZONTAL GRINDERS (Trailer Mounted Unit with Feed Tables)						
	200 H.P.						
	_____	_____	_____	_____	_____	\$ _____	
	_____	_____	_____	_____	_____	\$ _____	
	365 H.P.						
	_____	_____	_____	_____	_____	\$ _____	
	_____	_____	_____	_____	_____	\$ _____	
	525 H.P. and Up						
	_____	_____	_____	_____	_____	\$ _____	
	_____	_____	_____	_____	_____	\$ _____	
25.	VIBRATORY PLOWS (To disrupt roots between oak trees)						
	50 H.P.						
	_____	_____	_____	_____	_____	\$ _____	
	_____	_____	_____	_____	_____	\$ _____	
	125 H.P.						
	_____	_____	_____	_____	_____	\$ _____	
	_____	_____	_____	_____	_____	\$ _____	
	185 H.P. and Up						
	_____	_____	_____	_____	_____	\$ _____	
	_____	_____	_____	_____	_____	\$ _____	

Company Name _____

26. Spray Injection Patching Equipment, using a specialized repair process for potholes that combines hot asphalt emulsion and crushed aggregate using forced air. The City of Minneapolis will provide an area to stockpile aggregate material needed. City of Minneapolis will provide all traffic control necessary at work zones. City of Minneapolis Paving Lab to observe and test patches for meeting Minneapolis specification.

Item	Make of Truck/ Machine	Model of Attachment	Year Built	Size	Working Weight	Rate/Hour	Qty.
						\$	
						\$	
						\$	
						\$	

27. Company Name _____

1. Rubber tired skid type loaders (for example: Melroe 743, Case #1845) all with 1/3 cubic yard bucket or approved equal all required insurance and incidentals.
2. 1.0 - ton Dump Truck (for example: Ford F-350, Chevrolet 3500 HD) single axle with dual wheels and hoist, or approved equal, and all supplies, required insurance and incidentals.

The various City of Minneapolis departments and boards may request equipment rental configurations of: (1) one skid type loader with (1) one operator; (1) one skid type loader and (1) one 1.0-ton dump truck (single axle with dual wheels and hoist) with operator; and/or (1) one skid type loader and (1) one 1.0-ton dump truck (single axle with dual wheels and hoist) with (2) two operators, as outlined in Bid Items listed below.

Bid items are to be provided to various City of Minneapolis departments and boards during the Construction Season through December 31st, 2012; all in accordance with your specifications, is as follows:

NOTE: ALL INFORMATION BELOW MUST BE COMPLETED

BID ITEM ONE:

Equipment Description (Rental Rate including (1) one skid type loader, supplies, (1) one operator, insurance and all incidentals)

Quantity	Make/Model	S/N	Year Built	Factory Rated Bucket Cap.	Working Weight	Hourly Rate (ONLY one rate can be bid)
						\$

NOTE: Only ONE hourly rate will be accepted regardless of the number of units bid.

Company Name _____

BID ITEM TWO:

Equipment Description (Rental Rate including (1) one skid type loader and (1) one 1.0-ton dump truck (single axle with dual wheels and hoist), supplies (1) one operator, insurance and all incidentals)

<u>Quantity</u>	<u>Make/Model</u>	<u>S/N</u>	<u>Year Built</u>	<u>Factory Rated Bucket Cap.</u>	<u>Working Weight</u>	<u>Hourly Rate</u> (ONLY one rate can be bid)
_____	_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	
_____	_____	_____	_____	_____	_____	
_____	_____	_____	_____	_____	_____	

BID ITEM THREE:

Equipment Description (Rental Rate including (1) one skid type loader and (1) one 1.0-ton dump truck (single axle with dual wheels and hoist), supplies, (2) two operators, insurance and all incidentals)

<u>Quantity</u>	<u>Make/Model</u>	<u>S/N</u>	<u>Year Built</u>	<u>Factory Rated Bucket Cap.</u>	<u>Working Weight</u>	<u>Hourly Rate</u> (ONLY one rate can be bid)
_____	_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	
_____	_____	_____	_____	_____	_____	
_____	_____	_____	_____	_____	_____	

EQUIPMENT ATTACHMENTS - Daily Rate:

All equipment attachments must be compatible with the skid type loader provided on the bid form. Many City of Minneapolis departments and boards, needs arise that are of urgent nature. Therefore, Bidders must be capable of providing to the City all equipment attachments deemed necessary by the Site Foreman to complete a project at the time of the equipment lease.

<u>Attachments</u>	<u>Daily Rate</u>		
a. Trencher	\$ _____	h. Grapple Bucket	\$ _____
b. Jackhammer	\$ _____	i. Stump Grinder	\$ _____
c. Carpet Jib	\$ _____	j. Wood Groomer	\$ _____
d. Rubber Tracks	\$ _____	k. Auger	\$ _____
e. Snow Blower	\$ _____	l. Leveling Bar	\$ _____
f. Forks	\$ _____		
g. Backhoe	\$ _____		

Minimum lift capabilities of 2500 lb., Minimum digging depth of 9' with a 24" x 24" bucket

Prices firm for contract period.

Company Name _____

PER SPECIFICATIONS, AS REQUIRED BY FHWADOT REGULATIONS - THE COMPLETED FORMS REGARDING ALCOHOL AND CONTROLLED SUBSTANCES MUST BE SUBMITTED WITH YOUR BID.

NOTE: All Items: Pay for Time Worked ONLY "NO SHOW UP" Time Allowed.

Prices firm for 2012.

F.O.B.: Jobsite - as directed

Acknowledge Addenda _____

Bidder must supply Federal Tax ID No or Social Security No. _____

If Social Security No. is provided, this individuals name must be included as Bidder.

Bidder affirms that this bid(s) has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other bidder of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition.

ONE complete bid response including attachments to be returned, which **must** be an original.

THIS SIGNATURE BLOCK MUST FILLED OUT AND RETURNED WITH YOUR BID

COMPANY NAME _____

Circle ONE: (Corporation - Partnership - Individual)

SIGNED BY _____

(Signature)

(Printed)

ADDRESS _____

CITY _____ STATE _____ ZIP+4 ZIP CODE _____

BUSINESS PHONE (_____) _____ FAX NUMBER _____

CELL PHONE (_____) _____ E-MAIL _____

Bidder must provide a telephone number that is active during normal working hours. Many City/Park Board needs arise that are of urgent nature. If a land telephone number is not monitored continuously during normal working hours, bidder should provide a cell phone number.

IF YOU ARE NOT OFFERING A BID

Please fill out company name, address, etc. above and indicate below or on back side of this form, your reason(s) for not offering a bid and return this page to City Purchasing, 330 Second Avenue South - Suite 552, Minneapolis MN 55401. Please indicate **"NO BID"** on the outside of your mailing envelope.